



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **W-0**

November 8, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
EMERGENCY FIRE CONNECTION WITH LANDALE MUTUAL WATER COMPANY
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,
ANTELOPE VALLEY:**

Delegate authority to the Director of Public Works, or his designee, to negotiate and execute an Agreement between Landale Mutual Water Company (Landale MWC) and Los Angeles County Waterworks District No. 40, Antelope Valley, substantially in the form of the enclosed Agreement, which authorizes the District to supply emergency water service to Landale MWC for the sole purpose of providing supplemental fire protection.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to authorize the District to supply emergency water service to Landale MWC for the sole purpose of providing supplemental fire protection. Landale MWC has requested to establish the proposed emergency fire connection at 4th Street East and Avenue L-8.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence since it will enhance the fire protection availability to Landale MWC's customers.

FISCAL IMPACT/FINANCING

This action will have no impact on the County's General Fund.

Landale MWC will fund the entire cost of the new water service connection.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since Landale MWC is outside the boundaries of the District, Landale MWC and the District must obtain approval from the Local Agency Formation Commission (LAFCO) for an out-of-district service prior to receiving water service from the District. Section 56133(c) of the California Government Code states that "the commission [LAFCO] may authorize a city or district to provide new or extended services outside its jurisdictional boundaries and outside its sphere of influence to respond to an existing or impending threat to the public health or safety of the residents of the affected territory if both of the following requirements are met: (1) The entity applying for the contract approval has provided the commission [LAFCO] with the documentation of a threat to the health and safety of the public or the affected residents; (2) the commission [LAFCO] has notified any alternate service provider, including any water corporation as defined in Section 241 of the Public Utilities Code ... that has filed a map and a statement of its service capabilities with the commission [LAFCO]."

The enclosed Agreement has been reviewed by County Counsel and approved as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed service connection involves negligible expansion of use beyond existing facilities and, therefore, is Categorically Exempt from the California Environmental Quality Act Guidelines under Section 15268(b)(4).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended action.

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CONCLUSION

Please return one adopted copy of this letter to Public Works, Waterworks and Sewer Maintenance Division.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

GE:jtz
BDL2246

Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

This AGREEMENT, made and entered into by and between LANDALE MUTUAL WATER COMPANY, hereinafter referred to as "LANDALE," and LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, hereinafter referred to as "DISTRICT":

WITNESSETH

WHEREAS, LANDALE is a privately-owned mutual water company located outside the boundaries of DISTRICT; and

WHEREAS, LANDALE has requested to establish an emergency fire connection at 4th Street East and Avenue L-8 ("CONNECTION") with DISTRICT for supplemental fire flow purposes; and

WHEREAS, DISTRICT has the ability to provide supplemental fire flow at this location; and

WHEREAS, LANDALE will fund and construct any and all necessary water facilities to establish CONNECTION; and

WHEREAS, DISTRICT, as a Waterworks District formed pursuant to Division 16 of the State of California Water Code, Section 55336, has adopted Rules and Regulations of the Los Angeles County Waterworks Districts ("RULES AND REGULATIONS"); and

WHEREAS, RULES AND REGULATIONS state in Section 1-O-4 - Mutual Aid Between Water Purveyors that "At the option of the District, metered interconnections may be installed or constructed with adjacent water purveyors that are either within or outside the District for mutual aid involving the exchange of water on a temporary basis; said water shall be sold or purchased (as the case may be) at the prevailing rates"; and

WHEREAS, Section 56133(c) of the California Government Code states that "the commission [Local Agency Formation Commission (herein referred to as LAFCO)] may authorize a city or district to provide new or extended services outside its jurisdictional boundaries and outside its sphere of influence to respond to an existing or impending threat to the public health or safety of the residents of the affected territory if both of the following requirements are met: (1) The entity applying for the contract approval has provided the commission [LAFCO] with the documentation of a threat to the health and safety of the public or the affected residents; (2) the commission [LAFCO] has notified any alternate service provider, including any water corporation as defined in Section 241 of the Public Utilities Code ... that has filed a map and a statement of its service capabilities with the commission [LAFCO]"; and

WHEREAS, LANDALE has provided the required documentation to LAFCO pursuant to Section 56133(c) of the California Government Code that asserts that this CONNECTION is required to mitigate “an existing or impending threat to the public health or safety”; and

WHEREAS, LAFCO has notified any alternate service provider, including any water corporation as defined in Section 241 of the Public Utilities Code, or sewer system corporation as defined in Section 230.6 of the Public Utilities Code, that has filed a map and a statement of its service capabilities with LAFCO; and

WHEREAS, LAFCO has agreed to allow DISTRICT to provide the out-of-district CONNECTION to LANDALE.

NOW, THEREFORE, it is hereby agreed as follows:

(1) LANDALE AGREES:

- a. As a condition of receiving water service from DISTRICT to construct any and all water system improvements necessary to provide emergency water service and to pay any and all charges of DISTRICT for said emergency water service as may be applicable at the time DISTRICT is requested to provide said emergency water service. LANDALE further agrees that any and all water system improvements installed between DISTRICT’S water system and the meter providing emergency water service shall become and remain the property of DISTRICT.
- b. Under this AGREEMENT, LANDALE obtains no right to permanent water service from DISTRICT and agrees to release said DISTRICT, its officers, and employees harmless from any loss, cost, or expense incurred by said DISTRICT, its officers, or employees arising from any claim of such nature being made by LANDALE or by any person or organization successor to LANDALE.
- c. To pay out-of-district water rates to DISTRICT for all water usage, pursuant to the RULES AND REGULATIONS.
- d. To execute an out-of-district agreement with LAFCO.
- e. To notify the District Engineer in advance of any foreseen water usage through CONNECTION if reasonably practicable and to notify the District Engineer within 24 hours from the beginning of any unforeseen water usage.
- f. To notify the District Engineer regarding the purpose of any water usage through CONNECTION within 24 hours from the beginning of foreseen or unforeseen water usage.

- g. To assist DISTRICT, in a water supply emergency, by providing water to DISTRICT from LANDALE through a bypass around CONNECTION.

(3) DISTRICT AGREES:

- a. At DISTRICT'S sole and absolute discretion, and subject to any requirements by LAFCO, or any other legal requirements, to provide emergency water service to LANDALE for the sole purpose of providing supplemental water for fire protection only.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. DISTRICT will provide emergency water fire protection to LANDALE at the out-of-district rate schedule of DISTRICT applicable for a DISTRICT customer located outside of DISTRICT in the vicinity of CONNECTION.
- b. LANDALE is to only use CONNECTION for supplemental fire protection purposes. If DISTRICT discovers that CONNECTION is being used to supply water for domestic uses or any uses other than supplemental fire protection, then DISTRICT shall have sole discretion to terminate this AGREEMENT and water service to CONNECTION without notice to LANDALE.
- c. DISTRICT shall have the absolute discretion to adjust CONNECTION control valve settings to regulate the pressure difference required to activate the flow of water through CONNECTION.
- d. LANDALE shall release DISTRICT from any and all liability relating to DISTRICT'S termination of this AGREEMENT or ceasing to provide water service under the terms herein. No supervisor, official, agent, attorney, representative, or employee of either DISTRICT or the County of Los Angeles shall be responsible for any damage or liability occurring by reason of any acts of omission on the part of LANDALE in connection with CONNECTION. Notwithstanding the provisions of Government Code Section 895 et. seq., LANDALE shall fully release, indemnify, defend (including payment of all attorneys' and experts' fees and costs), and hold harmless DISTRICT, the County of Los Angeles, their supervisors, officials, agents, attorneys, representatives, and employees from any liability, claims, damages, or injury (including as defined by Government Code Section 810.8) relating to CONNECTION, including, without limitation, in connection with the design and construction of CONNECTION, or with the operation of CONNECTION. The foregoing release by LANDALE is granted hereby waiving and notwithstanding the provisions in Civil Code Section 1542, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM

OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” This section shall survive the termination of this AGREEMENT.

- e. This AGREEMENT is intended to benefit only the parties herein, without any third-party beneficiaries.

This AGREEMENT shall be binding upon the heirs, executors, and assigns of the parties hereto, and this AGREEMENT shall be recorded with the County Recorder of the County of Los Angeles.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by LANDALE MUTUAL WATER COMPANY, on _____, 2006, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, on _____, 2006.

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40, ANTELOPE VALLEY

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

LANDALE MUTUAL WATER COMPANY

By _____
President

ATTEST:

APPROVED AS TO FORM:

By _____
Secretary

By _____
LANDALE Counsel